REMARKS

The present Amendment Response and Request for Continued Examination (RCE) is responsive to the final Office Action mailed September 11, 2006. Claims 1-13, 16-33, and 36-41 remain pending in the present application. Claim 40 has been amended to correct a minor typographical error. In particular, in Claim 40, "received" has been corrected to be "receive." Based upon the foregoing amendment and remarks, reconsideration and allowance of the application is requested.

Rejection of independent Claims 1, 2, 21, and 40 based upon Levchin

The Office Action rejected independent Claims 1, 2, 21, and 40 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 7,089,208 to Levchin et al. ("Levchin"), which is assigned to PayPal, Inc. In particular, the Office Action refers primarily to col. 4, lines 25-55; col. 8, lines 10-30, and col. 16, lines 1-20 of Levchin in support of the rejections for independent Claims 1, 2, 21, and 40. Applicants respectfully traverse the rejections for at least the reasons provided below.

In summary, Levchin does not teach or suggest at least the following features of independent Claims 1, 2, 21, and 40: (i) a plurality of user identifiers associated with multiple registrations for a single network user, and (ii) determining if the request will be accepted for execution by processing previous requests executed on behalf of the network user, wherein at least one of the previously executed requests includes a second user identifier from the plurality of user identifiers, the second user identifier distinct from the first user identifier.

First, Levchin does not teach or suggest a plurality of user identifiers associated with multiple registrations for a single network user. The specification of the present invention discloses that these user identifiers are obtained by the network user registering multiple times with a sponsor, processing agent, etc.:

> If a user registers via multiple sponsors, that user will have a unique identifier and password unique to each of the multiple registrations. Also, a user may register directly with the processing agent 130 multiple times, thus obtaining multiple unique identifiers. Or, a user may register directly with the processing agent 130 one or more times, as well as via one or more sponsors one or more times. (p. 20, lines 12-18)

> As discussed above, a registered user may register more than once. Thus, a registered user may direct payments using more than one unique identifier. That is, a single payer may include any one of multiple unique identifiers in a payment directive. (p. 27, line 34 – p. 28, line 1).

In contrast to the present invention, nothing in Levchin teaches or suggests a single network user registering multiple times to obtain a plurality of user identifiers. Instead, Levchin discloses allowing only a single registration by an unregistered user. In particular, state 210 of FIG. 2, "the system determines whether USER2 is a registered user. If so, the <u>she need not register</u> and the procedure continues at state 214." (Col. 11, lines 11-14 (emphasis added)). Levchin alternatively suggests that it may not be possible for a user to have multiple registrations since unique information may be required:

> [S]ome of the information associated with a some of the information associated with a system user may be required to be <u>unique</u>. For example, in an embodiment of the invention in which transaction participants may be identified by their electronic mail addresses, the system may require a one-to-one mapping between addresses and users. In another embodiment users may be identifiable by telephone numbers. Again, the system may allow each telephone number to be associated with only a single user, although extension numbers could, perhaps, be added to differentiate between multiple users reachable at one number...In one alternative embodiment, however, a user may be known by an account number or other identifier generated by or for the system. In another alternative embodiment, some or all users may be identified by multiple identifiers, in which case multiple users may be associated with a particular identifier (e.g., electronic mail address) but also have <u>other identifiers that distinguish them</u>. (Col. 16, lines 1-20 (emphasis added)).

Accordingly, Levchin does not teach or suggest a plurality of user identifiers associated with multiple registrations for a single network user.

Second, Levchin does not teach or suggest determining if the request will be accepted for execution by processing previous requests executed on behalf of the network user, wherein at least one of the previously executed requests includes a second user identifier from the plurality of user identifiers, the second user identifier distinct from the first user identifier. As described above, in Levchin, a user would not have first and second user identifiers associated with multiple registrations. Accordingly, Levchin does not determine if the request to execute a payment on behalf of a network user registered under <u>a first user identifier</u> will be accepted by processing <u>previous</u> payment requests made by the same network user under <u>a second user</u>

identifier. Furthermore, the value transfer system in Levchin would not need to process previous payment requests made by a network user (and in particular, those made under a second user identifier by the same network user) to determine whether to execute a current payment request since the value transfer system in Levchin obtains value from the user (e.g., cleared transactions) before permitting the user to transfer the value to another user:

> USER1's account is debited for all values being transferred away from USER1. Conversely, however, USER1's account may not be credited for incoming value transfers initiated by USER1 until the other parties to such transfers synchronize or otherwise acknowledge or approve them (e.g., until the transactions clear). If USER1's system account has an insufficient balance to make a transfer (e.g., to USER2), his credit card or other value stream may be tapped (e.g., by financial server 108) to cover them. (Col. 35-44 (emphasis added)).

Accordingly, Levchin does not teach or suggest determining if the request will be accepted for execution by processing previous requests executed on behalf of the network user, wherein at least one of the previously executed requests includes a second user identifier from the plurality of user identifiers, the second user identifier distinct from the first user identifier.

Thus, for at least the two reasons discussed above, independent Claims 1, 2, 21, and 40 are patentable. Dependent Claims 3-12, 16-20, 22-31, and 36-39, which ultimately depend from one of the respective patentable independent claims, are likewise allowable as a matter of law, notwithstanding their independent recitation of patentable features.

Rejection of independent Claims 13 and 32 based upon Levchin

In the Office Action, independent Claims 13 and 32 were also rejected under 35 U.S.C. § 102(e) as being anticipated by Levchin. Applicants respectfully traverse the rejections.

Independent Claims 13 and 32 recite, among other features, directing a credit to the payee at the end of a time period determined based upon at least one of (1) the identity of the network user, (2) an amount of the payment, (3) an association maintained by the network user with a sponsor, and (4) payments previously executed on behalf of the network user. However, Levchin does not teach or suggest directing the credit to the payee at the end of a time period that is determined based upon any one of the four conditions described above.

Turning now to Levchin, there is disclosed the following regarding escrow and release of payments:

> If this user is the payor (e.g., the party from whom value is being transferred), the user's account may be debited as soon as the transaction is communicated to the system, but instead of being credited to the specified recipient, it is held in an escrow account. Illustratively, the value recipient is notified that a value is being held and, possibly, the conditions for releasing it. The system may require that both parties agree before the funds are transferred to the recipient or back to the payor. The system may be configured, by default, to complete the transfer after a certain period of time if there is no objection from a party or, conversely, to cancel the transaction unless one or both parties affirm it within the specified period of time. (Levchin, col. 12, lines 20-35).

While the use of escrow in Levchin results in a delayed credit to the payee, the time period for the delay is not based upon at least one of the following four conditions recited by independent Claims 13 and 32: (1) the identity of the network user, (2) an amount of the payment, (3) an association maintained by the network user with a sponsor, and (4) payments previously executed on behalf of the network user. Instead, as described above, Levchin suggests that the time period for release may be the same for all parties or otherwise based upon receiving agreement from the parties for release. Yet, Levchin does not teach or suggest providing different time periods for release based upon the identities of the network users, the amounts of payments, or associations maintained by network users with the sponsor. Further, as described previously, Levchin does not teach or suggest processing payments previously executed on behalf of the network user, and thus, the time periods for release would not be based upon such a condition. Accordingly, independent Claims 13 and 32 are allowable over Levchin.
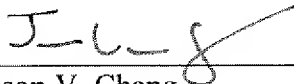
Dependent Claims 33 and 41, which depend from one of independent Claims 13 and 32, are likewise allowable as a matter of law, notwithstanding their independent recitation of patentable features.

CONCLUSION

It is not believed that extensions of time are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

Jason V. Chang
Registration No. 58,092

Date: 12/11/06
SUTHERLAND ASBILL & BRENNAN, LLP
999 Peachtree Street, NE
Atlanta, GA 30309-3996
(404) 853-8214
(404) 853-8806 (fax)
SAB Docket No.: 23952-0078